



FILED

"For the Freedom, Safety, Ownership & Security of our Vessels is with the Mutual-Honor by both Parties"
:TREATY: PEACE & FRIENDSHIP: ~12961-Anno-Magna [2013 AD] [Original Treaty signed 1787/1836 AD]

JAN 9 2014

[NOTICE] :[ACCEPTANCE] WITH THESE CONDITIONS
S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

~12,961-Anno-Magna/~1433-Moorish-Calander [12/9/2013 10:38:03 AM]

OF THE CLAIMANT:

Nicholas Nelson :Uriel-Bey.

FOR THE CROSS-CLAIMANT(S):

Vassals in the Position of the Fiduciary [et al...]

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

CC: Moorish Science Temple of America
1445 Constitution Ave. N.E., Washington, DC. 20002
CC: CONSUL GENERAL OF MOROCCO
10 E. 40th St., Floor 23RD, New York, NY 10016
CC: US AMBASSADOR TO THE UNITED NATIONS
Press and Public Diplomacy Section
United States Mission to the United Nations
799 United Nations Plaza, New York, N.Y. 10017
CC: UNCITRAL Secretariat
Vienna International Centre
PO Box 500, A-1400 Vienna, Austria

:DOMINION of all TA-MERI-KUSH:

:KAS-AMBU-TRIBAL-NATION:

:UAXASHAKTUN-DOMAIN:

:EMPIRE]-WASHITAW-[DE]-
DUGDAHMOUNDYAH-MUURS

[ESTATE]: BOURBON-HAPSBURG-[EMPIRE]

:UNITED]-NATIONS-STATUS:

[DIPLOMATIC/SOVEREIGN-IMMUNITY]

OLDEST-[INDIGENOUS]-PEOPLE~215/~93
:SOVEREIGN-[INDEPENDENT]-NATION

[NON-U.S.-CITIZEN]:AMERICAN-NATIONAL

:PROOF OF THE SERVICE:

U.-S.-P.-S.-CERTIFICATION-NUMBER:

~Y011 ~2970~00A ~4465~0846

WITH THIS OATH [AFFIDAVIT] OF THE TRUTH

[RE: Bill of Attainder/Lading # 4:13CV2388 HEA]

WARNING TO ALL CHRISTIAN STATES: MOTU PROPRIO OF YOUR SUPREME PONTIFF FRANCIS ON THE JURISDICTION OF THE JUDICIAL AUTHORITIES OF VATICAN CITY STATE IN CRIMINAL MATTERS: "Effective September 1, 2013 the immunity of all judges, attorneys, government officials and all entities established under Roman Curia [note: All corporations are established under the Roman Curia] is effectively stripped away. All of these "persons" can now be held accountable for war crimes, crimes against humanity [note: Divine Spirit is the spark of humanity], for the unlawful restrictions of the liberties of the Divine Spirit incarnate, for the failure to settle all accounts, for the continued prosecution of claims already settled, etc."

NOTICE: NO PORTION OF THIS PRESENTMENT IS INTENDED TO HARASS, OFFEND, CONSPIRE, INTIMIDATE, BLACKMAIL, COERCE, OR CAUSE ANXIETY, ALARM OR DISTRESS. ANY AFFIRMATION CONTRARY TO THIS VERIFIED STATEMENT WILL COMprise A CONFESSION OF FRAUD UPON THE AGENCY OR COURT WHERE SUCH REPRESENTATION IS MADE. THIS WRIT WILL SERVE AS EVIDENCE AND TESTIMONY FOR AND ON THE RECORD OF THIS ADMINISTRATIVE PROCEEDING. THE CLAIMANT'S SOLE INTENTION IS TO HONORABLY SATISFY ALL VERIFIED CLAIMS TO THE COMPLETE SATISFACTION OF ALL PARTIES, CLOSE ALL ACCOUNTS, AND MAKE ALL PARTIES WHOLE. CLAIMANT IS A PEACEFUL NEUTRAL NON-COMBATANT AUTOCHTHON MUUR (NATIVE AMERICAN) WITH RESPECT TO THE CORPORATE UNITED STATES.

The affiant is not a lawyer and his pleadings cannot be treated as such. In fact, according to *Haines v. Kerner*, 404 U.S. 519 (1972), a complaint, "however inartfully pleaded," must be held to "less stringent standards than formal pleadings drafted by lawyers" and can only be dismissed for failure to state a claim if it appears "beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Id., at 520-521, quoting *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957).

"Indeed, no more than affidavits is necessary to make a *prima facie* case." (See *United States v. Kis*, 658 F. 2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S.L.W. 2169; 5. Ct. March 22, 1982.)



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[RE: Misrepresented Instrument - Bill of Attainder/Lading # 4:13CV2388 HEA]

FOR THE BILL OF THE LADING~4~13-C.-V.~2388-H.-E.-A. AS A BIAS (OPINION = "FICTION" = "FALSE" = "WRONG") IS WITH THE MAIL-BACK BY THE SECURE-PARTY-CREDITOR.

[Your "OPINION, MEMORANDUM AND ORDER" AND "ORDER OF DISMISSAL" No. 4:13CV2388 HEA is prejudice against my rights, titles and interests in regards to the NICHOLAS SANDOR NELSON, Estate which has been pledged to me, therefore I have returned your offer to you.]

FOR THE [ACCEPTANCE] CONSIDERATION OF YOUR CONTRACT IS WITH THESE CONDITIONS [acceptance of your offer to contract is contingent upon the following terms]:

~1: PROOF OF THE USE OF THE GRANTOR'S-NAME: ":"R.-A.-Nicholas :Nelson-Uriel-Bey." BY THE SECURE-PARTY-CREDITOR: Nicholas Nelson :Uriel-Bey. FOR THE CONDUCTING OF THIS BUSINESS [That the Grantor has not authorized Nicholas Nelson :Uriel-Bey., a Living Trust to administrate these matters and preserve the Grantor's limit of liability];

~3: PROOF OF THE NATURE AND CAUSE OF THE VICTIMLESS-ACTION [CORPUS DELICTI] BY THE ["CITY OF PINE LAWN"], AND PROOF OF THE LACK OF THE SOVEREIGN-STATUS OF THE [EMPIRE]-WASHITAW-[DE]-DUGAHMOUNDYAH-MUURS [UNITED NATIONS #215/93] AND SOVEREIGN-THRONE OF ALL KUSH [That a crime was committed, that there is an injured party (corpus delicti), that Moors/Muurs in America "Moarish Americans" are not indigenous (de jure) to this territory, do not have our own system of government or royal bloodlines (Sovereigns), that the Claimant (Plaintiff) does not hold official title in said government (Ta-Meri-Kush/Kas Ambu), and that one "sovereign" state may sit in judgment of another:

'Who is the sovereign, de jure or de facto, of a territory is not a judicial, but is a political question, the determination of which by the legislative and executive departments of any government conclusively binds the judges, as well as all other officers, citizens and subjects of that government. This principle has always been upheld by this court, and has been affirmed under a great variety of circumstances.' Jones v. United States, 137 U. S. 202, 212, 11 Sup. Ct. 80, 83 (34 L. Ed. 691).

'Every sovereign state is bound to respect the independence of every other sovereign state, and the courts of one country will not sit in judgment on the acts of the government of another done within its own territory. Redress of grievances by reason of such acts must be obtained through the means open to be available of by sovereign powers as between themselves.' Underhill v. Hernandez, 168 U. S. 250, 252, 18 Sup. Ct. 83, 84 (42 L. Ed. 456); American Banana Co. v. United Fruit Co., 213 U. S. 347, 29 Sup. Ct. 511, 53 L. Ed. 826, 16 Ann. Cas. 1047.];

~3: PROOF OF THE LACK OF THE [DEFAULT] BY THE ["CITY OF PINE LAWN"]/"PINE LAWN MUNICIPAL COURT"] FOR THE COMPELLING OF THE STOP AND CORRECTION OF THEIR WRONGS [That the "City of Pine Lawn" did not default on their so-called "criminal proceedings" (see the evidence submitted), that they "City of Pine Lawn" did not proceed despite lack of due



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process (failure to establish jurisdiction once jurisdiction was challenged), that the Plaintiff's petition is frivolous (lacking merit) despite the evidence to the contrary, that the Administrative Procedure Act does not apply to contracts, breach of contract or fraud in contract, that the "City of Pine Lawn" did not in fact obstruct justice, engage in tax evasion, fraud, mismanagement of funds, and has never been audited for "frivolous" accounting practices, That your court can dismiss this case on the ground that it is against an agent of the United States:

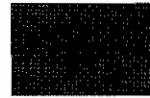
'An agreement to arbitrate a matter to which this subchapter applies is enforceable pursuant to section 4 of title 9, and no action brought to enforce such an agreement shall be dismissed nor shall relief therein be denied on the grounds that it is against the United States or that the United States is an indispensable party.' 5 USC 576];

~4: PROOF OF THE VOIDING OF THE TREATY OF OUR PEACE AND FRIENDSHIP [That the Treaty of Peace and Friendship between the Empire (Sovereign) of Morocco and the United States of America, the very first treaty to recognize the United States of America was in fact never signed, or did not exist, that the United States did not recognize said Moorish Nation even though they signed a treaty with us];

~5: PROOF OF THE LACK OF ANY GOVERNMENT-TITLE: GRAND-TREASURER/MAGISTRATE/ CONSUL-GENERAL/ BY THE CLAIMANT'S-GRANTOR [That the Plaintiff "unilaterally bestowed sovereign immunity upon himself" despite the Royal Bloodlines of his Ancestors, the lawful selection of his government positions in accordance with our Constitution, and Royal Decree of our Imperial Majesty, Queen of the South, Queen-Mother of all Kushites/Moors];

*~6: PROOF OF THE LACK OF THE STATUS AS A MOOR [That the Plaintiff is not in fact a "Moorish American"/Moor/Muur/Ta-Meri-Kushite/Kas Ambu and not just "purported" to be] AND PROOF OF THE [INTENT] PLANNING OF THE VIOLATING OF THE LAWS OF THE LAND OR OF THE CORPORATE-UNION-STATES [That the Plaintiff carries malicious intent to haphazardly violate the laws of the state of Missouri or federal laws (the Plaintiff being "federal" in status, **see the seals of two nations on the back of the \$1 bill**) despite the Plaintiff's own assertion to "maintain a NON-OBLIGATORY respect for the Union States Rights Republic (U.S.A.), its members, its laws, its ordinances, its codes, its customs, and its traditions pursuant to: The Free Moorish American Zodiac Constitution - Articles IV and VI, The Treaty of Peace and Friendship", etc. (see Exhibit A – Book: 20027 page 1167);*

~7: PROOF OF THE LACK OF THE [JURISDICTION] OF THE FEDERAL-[DISTRICT-COURTS] FOR THE COMPELLING OF THE PERFORMANCE OF THE FIDUCIARIES/[AGENTS] OF THE UNION-STATES [That the federal district court does not have jurisdiction in the case of the failure, neglect and refusal to abide by contract law, due process, the constitution or the treaties of the United States by its own



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agents: the "City of Pine Lawn" and its agents/employees (Is the District Court admitting that "Pine Lawn Municipal Court is not a constitutional court?) pursuant to, but not limited to:

'A party aggrieved by the **alleged failure, neglect, or refusal of another to arbitrate under a written agreement** (see evidence: Default ie "Breach of Contract") for arbitration **may petition any United States district court** which, save for such agreement, would have jurisdiction under title 28, in a civil action or in admiralty of the subject matter of a suit arising out of the controversy between the parties, **for an order directing that such arbitration proceed in the manner provided for in such agreement.**' (see evidence: the "agreement") 9 USC 4

'Every person who, having knowledge that any of the wrongs conspired to be done, and mentioned in section **1985** of this title, are about to be committed, and **having power to prevent or aid in preventing** (such as the District Court has power to regulate lower courts) the commission of the same, **neglects or refuses so to do, if such wrongful act be committed, shall be liable to the party injured, or his legal representatives**, for all damages caused by such wrongful act, which such person by reasonable diligence could have prevented' 42 USC 1986

'If two or more persons in any State or Territory conspire to prevent, by force, **intimidation, or threat**, any person from accepting or holding any office, **trust, or place of confidence** (such as the Nicholas Nelson :Uriel-Bey., Living Trust) under the United States, or from discharging any duties thereof...

If two or more persons in any State or Territory conspire to deter, by force, **intimidation, or threat**, any party or witness **in any court** (such as threatening me with arrest if I return to court without an attorney) of the United States from attending such court, or from testifying to any matter pending therein, freely, fully, and truthfully, or to injure such party or witness in his person or property an account of his having so attended... or to injure him or his property for lawfully enforcing, or attempting to enforce, **the right of any person**, or class of persons, to the equal protection of the laws...

If two or more persons in any State or Territory conspire or go in disguise on the highway or on the premises of another, for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws, or of equal privileges and immunities under the laws; or for the purpose of preventing or hindering the constituted authorities of any State or Territory from giving or securing to all persons within such State or Territory the equal protection of the laws' 42 USC 1985];

~8: PROOF OF THE MALICIOUS-HARASSEMENT AND CRIME [That the "City of Pine Lawn" is a "state" as indicated by the district court, That a crime was committed (**Corpus Delicti or sworn affidavit by the injured party**) to warrant a "criminal proceeding", That the nature of this lawsuit is "malicious" despite the waiver offered for compliance (see Exhibit E, page 5) and despite notice: "NO PORTION OF THIS PRESENTMENT IS INTENDED TO HARRASS..." (see Exhibits C-E)];



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~9: PROOF OF THE LACK OF THE BIAS [*That the "ORDER OF DISMISSAL" does not prejudice my rights, titles, and interests*];

~10: PROOF OF THE EQUALITY OF THE LAW [*That the Plaintiff is not on trial with the district court (consider the evidence: the "City of Pine Lawn" is in default)*];

~11: PROOF OF THE AUTHORSHIP OF THE DI-STRICK-[COURT'S]-ORDERS [*That "HENRY EDWARD AUTREY" is the actual author and/or signature to the district court's orders (as a computer generated signature does not prove authorship or authority)*]; AND

~12: PROOF OF THE CURRENT-CONSTITUTION-STATUS OF THE UNION-STATES-GOVERNMENT [*That this and previous experiences of the Plaintiff in dealing with the U.S. District Court system adeptness in neglecting its duties is not *prima facie* evidence of the collapse of the United States of America system of constitutional government*].

:CURE FOR A [JUDGMENT]/ORDER
[POINT OF ORDER: Relief from a Judgment or Order - F.R.C.P. RULE 60(b)]

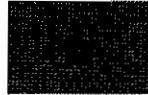
FOR THE VACATION OF THE DI-STRICK-[COURT'S]-[OPINION]/MEMORANDUM/ORDER IS WITH THESE REASONS/MERITS [FRCP Rule 60 (b) *Grounds for Relief from a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons*]:

~1: MISTAKE BY THE [COURT'S]-FAILURE OF THE HONORING OF THE TREATY OF OUR PEACE AND FRIENDSHIP, SURPRISE BY THE [COURT'S]-FAILURE OF THE CORRECT-USE OF THE [ADMINISTRATIVE PROCEDURE ACT], LACK OF THE EQUALITY [NEGLECT] BY THE FAILURE OF THE STOP AND CORRECTION [42 USC 1986 [(1) *mistake, inadvertence, surprise, or excusable neglect*];

~2: NEW-PROOF OF THE CLAIMANT'S/PLAINTIFF'S-STATUS AS A FREE-MOOR/MOORISH-AMERICAN/MOROCCAN [(2) *newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b)*];

~3: FRAUD (BREACH OF THE CONTRACT) BY THE ["CITY OF PINE LAWN'S]-FAILURE OF A CROSS-CLAIM/[ANSWER/SWORN AFFIDAVIT] [(3) *fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party*];

~4: FOR THE ORDER OF THE DI-STRICK-[COURT] IS WITH THE VOID OF THE AUTHORIZATION/AUTOGRAPH/[SIGNATURE] AND WITH THE LACK OF THE MERIT [(4) *the judgment is void*];



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~5: FOR THE ["CRIMINAL CASE"] OF THE ["CITY OF PINE LAWN"] IS WITH THE CONTRACT-CLOSURE BY THEIR [DE]FAULT FOR A SUMMARY-RULING [(5) *the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable*]; AND

~6: FOR THE STATUS OF THE MOORS/MUURS/MOROCCANS/MOORISH-AMERICANS IS WITH THE CONSTANT-CLARIFICATION-NEED FOR THE EQUALITY OF THE LAWS [(6) *any other reason that justifies relief... The issue of Moors (indigenous to this land) coming into contact and confusion with regards to the application of various state laws is as old as this country (see: Journals of the House of Representatives 1789-1790 concerning Sundry Free Moors). We (Moors) maintain a non-obligatory respect for the laws of the United States of America and the various states. Please bare in mind that our conduct is governed by our own constitution and that your laws apply strictly to the conduct of your own citizens, which obligates the District Court to stop and correct the faults of the lessor courts in your state.*]

FOR THE REASONS OF THIS CROSS-CLAIM [CONDITIONAL ACCEPTANCE AND AFFIDAVIT] ARE WITH THE MERIT FOR THE [EN]FORCEMENT OF THE SUMMARY-RULING [JUDGMENT] FOR THE VACATION OF THE POSITION OF THE ["PINE LAWN MUNICIPAL COURT"/AGENCY] VASSALS IN THE POSITION OF THE FIDUCIARY [*The above-mentioned facts are part of the evidence, legal authority and merit for the enforcement of the Summary Judgment which the City of Pine Lawn has defaulted on pursuant to, but not limited to 42 USC 1986.*] *[You have 10 days to answer.]*

:VERIFICATION BY THIS

[Pursuant to but not limited to title 28, USC Section 1746 (1) and executed "Without the United States," I do hereby affirm under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct, to the best of my belief and informed knowledge on this 9 December 2013 AD.]

Nicholas Sandor Nelson *Notary*
:[Executor]/Trustee/Fiduciary
NICHOLAS SANDOR NELSON, [ESTATE]
[Office of the Executor]
[3329 California Avenue St. Louis, Missouri near 63118]
:NORTH-GATE of the DOMINION: Uaxashaktun-Domain
[NON-DOMESTIC WITHOUT THE UNITED STATES]



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**:VOIDING OF THE FRAUD:[ASSUMABLE]-POWER OF THE ESQUIRES/[ATTORNEYES]:
[AFFIDAVIT: REVOCATION OF ASSUMED POWER OF ATTORNEY]**

FOR ANY [ASSUMED/DE FACTO]-CLAIM OF ANY POWER OF THE [ATTORNEY]/ESQUIRE/ FOREIGN-NOBILITY WITH MY OWNERSHIP/CONTRACTS IS WITH THE NULL AND VOID BY THE AUTHORITY OF THIS CLAIMANT.

[I, the offiont, known os: Nicholos Nelson :Uriel-Bey., in Proprio Persono (my own proper self), formerly known as the ortificial person, NICHOLAS SANDOR NELSON, om o Trustee of the Kingdoms & Dominion of all Ta-Meri-Kush (Tribal Nation of Kas Ambu), geographically located within the Washitaw Nation of Muurs (Moors) Domain, better known as, "Uaxashaktun de Dugdahmoundyah," also known as, "Amurru Washitaw de Dugdahmoundyah," and am a Subject of the Kushite Empire, also known as the Ottoman Empire, and the Songhai Empire, which later became the Al-Moroccan Empire, to wit: North, South, Central America, and including the adjoining Islands; upon my inherited Nobility, and upon my private Aboriginal/Indigenous, "In Full Life," status and commercial liability, I, Nicholas Nelson :Uriel-Bey., being duly affirmed under Consanguine Unity, have pledged my notional, political, and spiritual allegiance to my Moabite/Moorish Nation, being the archaic Aboriginals/Indigenes of Amexem/Ameru/Amurru/Al-Moroco/Amaru-Ka/Amen-Ra-Ka (the Americas), standing squarely affirmed upon my Oath to the 'Five Points of Light' - Love, Truth, Peace, Freedom, and Justice, and depose as follows:

- 1. I, Nicholas Nelson :Uriel-Bey., as a diplomat of the Kingdoms & Dominion of all Ta-Meri-Kush, and a Moorish American National of the Republic of the several states, do hereby revoke, cancel, and annul all powers of Attorney, in fact or otherwise, signed by me, my agent(s), parents, implied in law or by trust, voluntary, with or without my informed consent and knowledge, as these revoked powers of Attorney pertain to me, and the property both real and personal, obtained by me in the past, present and future;*
- 2. Any other evidence or presumption to the contrary is hereby rebutted. Any past signatures or authorizations on Internal Revenue Service (1040's and W-4's), social security administration forms (SS-5) driver's licenses, vehicle registrations, birth or trust certificates, voter registrations and other franchises with any agency of the government etc., that pertain to the Debtor, NICHOLAS SANDOR NELSON were in error and involuntarily made under threat, duress and coercion (TDC) and without full disclosure of the contract agreement. I hereby revoke, cancel and render Null & Void, Nunc Pro Tunc, both currently, and retroactively to the time of signing, any and all such contracts;*
- 3. That no man, woman, elected official, public servant, bureaucrat, corporation, government or state has any authority whatsoever to act an affiant's behalf, nor to represent the affiant in a court of law, nor for any legislature or judicial tribunal, or any administrative agency of the federal, state, local or municipal government, to make non-positive law that binds affiant to any unconscionable adhesion contract that affiant has not entered into knowingly and willingly;*



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4. I have made, constituted and restored my full power of Attorney, effective immediately, over all my individual and business affairs. I have given and granted myself full power and authority to do and perform all and every act and thing whatsoever necessary to be done to ensure that all my unalienable and sovereign rights are secured;

5. I have already declared "Sui juris" status in connection with my property and name. If any agency of the government disputes the above claimed status in connection with the name sworn and sealed in this affidavit, I demand they produce all documents or contracts being "held-in-due-course," pursuant to Uniform Commercial Code (U.C.C) 3-305.52 and U.C.C 3-505, that create any legal disability to the claimed "Sui Juris" status and "Alieni Juris" relating to my name. I am not a ward of the state, nor legally incompetent or disabled by any contract. If affiant elects to retain counsel for any reason whatsoever it is not under any circumstances to be construed as a revocation of any of affiant's unalienable rights thus secured.]

WITH THIS OATH OF THE TRUTH

[WHEREFORE, the affiant secured party asserts that this affidavit serves as public notice.]

:VERIFICATION BY THIS

[Pursuant to but not limited to title 28, USC Section 1746 (1) and executed "Without the United States," I do hereby affirm under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct, to the best of my belief and informed knowledge on this 9 December 2013 AD.]

Nicholas Sandor Nelson

:[Executor]/Trustee/Fiduciary
NICHOLAS SANDOR NELSON, [ESTATE]
[Office of the Executor]

[3329 California Avenue St. Louis, Missouri near 63118]
:NORTH-GATE of the DOMINION: Uaxashaktun-Domain
[NON-DOMESTIC WITHOUT THE UNITED STATES]



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:CERTIFICATE OF THE SERVICE:

[I hereby certify that a true and correct copy of the foregoing has been furnished by US Mail to:

*Chief Justice of the United States: John G. Roberts
Supreme Court of the United States
1 First Street, NE
Washington, DC 20543*

*United States District Clerk: James G. Woodard
111 South 10th Street, St. Louis, MO 63102*

*United States District Judge: Henry E. Autrey
111 South 10th Street, St. Louis, MO 63102*

*U.S. Attorney: Richard Callahan
111 S. 10th Street, 20th Floor, St. Louis, MO 63102*

*Missouri Supreme Court Judge: George W. Draper III
207 West High Street, Jefferson City, Missouri 65101*

*Missouri Attorney General: Chris Koster
207 W. High St., P.O. Box 899, Jefferson City, MO 65102*

*Missouri Secretary of State: Jason Kandor
600 West Main Street, Jefferson City, MO 65101*

*Governor of Missouri: Jay Nixon
P.O. Box 720, Jefferson City, MO 65102]*

:VERIFICATION BY THIS

[Pursuant to but not limited to title 28, USC Section 1746 (1) and executed "Without the United States," I do hereby affirm under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct, to the best of my belief and informed knowledge on this 9 December 2013 AD.]

Nicholas Sandor Uriel-Bey
:[Executor]/Trustee/Fiduciary
NICHOLAS SANDOR NELSON, [ESTATE]
[Office of the Executor]
[3329 California Avenue St. Louis, Missouri near 63118]
:NORTH-GATE of the DOMINION: Uaxashaktun-Domain
[NON-DOMESTIC WITHOUT THE UNITED STATES]



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:CERTIFICATION OF THE SERVICE OF THESE DOCUMENTS:

[NOTICE] :[ACCEPTANCE] WITH THESE CONDITIONS: WITH THIS OATH [AFFIDAVIT] OF THE TRUTH;
:CURE FOR A [JUDGMENT]/ORDER
[POINT OF ORDER: Relief from a Judgment or Order - F.R.C.P. RULE 60(b)];
:VOIDING OF THE FRAUD:[ASSUMABLE]-POWER OF THE ESQUIRES/[ATTORNEYES];
[AFFIDAVIT: REVOCATION OF ASSUMED POWER OF ATTORNEY];
[OPINION, MEMORANDUM AND ORDER]; & [ORDER OF DISMISSAL].

BY THIS AUTOGRAPH & AUTHORITY:



Nicholas Nelson :Uriel-Bey.
Nicholas Nelson :Uriel-Bey., LIVING-TRUST

[AUTHORIZED REPRESENTATIVE / ATTORNEY-IN-FACT]

FOR THE NICHOLAS SANDOR NELSON [ESTATE]

[ALL RIGHTS RESERVED: UCC 1-207/1-308; UCC 1-103]

:COPY-RIGHT/CLAIM~[9 December 2013 AD]~12,961-A.-M./~1433-M.-C.
~1787/~1836-TREATIES: PEACE & FRIENDSHIP

North Gate of the Dominion / [America])
Uaxashaktun-Domain / [Louisiana Territory])
subscribed and affirmed

COMMERCIAL AFFIDAVIT OATH AND VERIFICATION

I, Nicholas Nelson :U.-B., under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, affirm, state and declare that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law, so help me Allah/God.

Nicholas Nelson :U.B.
Nicholas Nelson :Uriel-Bey., LIVING-TRUST, SECURED PARTY CREDITOR
AUTHORIZED REPRESENTATIVE / ATTORNEY-IN-FACT
of the NICHOLAS SANDOR NELSON, ESTATE - OFFICE OF THE EXECUTOR

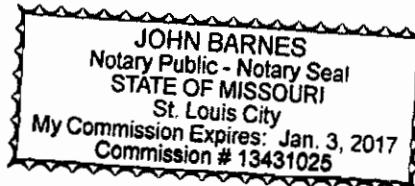
Missouri Republic)
Saint Louis city/county)
) ss

JURAT

Subscribed and sworn (or affirmed) before me December 9, 2013, by Nicholas Nelson :U.-B., proved to me on the basis of satisfactory evidence to be the party who appeared before me.

(notary seal)

John Barnes
NOTARY SIGNATURE



Case: 4:13-cv-2388 Document: 4

Nicholas Nelson
3329 California Ave
St. Louis, MO 63118

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

OPINION, MEMORANDUM AND ORDER

Plaintiff, calling himself “:R.-A.-Nicholas “Nelson-Uriel-Bey,” brings this action under the Administrative Procedures Act. He asks the Court to intervene in a criminal action against him in the City of Pine Lawn, Missouri, claiming that as a Moorish American he is sovereign and not subject to state or municipal law. Plaintiff has moved to proceed in forma pauperis.

Based on plaintiff's financial information, the Court will allow him to proceed without paying the filing fee. Pursuant to 28 U.S.C. § 1915(e)(2)(B), the Court must dismiss a complaint filed in forma pauperis if the action is frivolous, malicious, fails to state a claim upon which relief can be granted, or seeks monetary relief from a defendant who is immune from such relief. An action is frivolous if it "lacks an arguable basis in either law or fact." *Neitzke v. Williams*, 490 U.S. 319, 328 (1989);

Denton v. Hernandez, 504 U.S. 25, 31 (1992). An action is malicious if it is undertaken for the purpose of harassing the named defendants and not for the purpose of vindicating a cognizable right. *Spencer v. Rhodes*, 656 F. Supp. 458, 461-63 (E.D.N.C. 1987), *aff'd* 826 F.2d 1059 (4th Cir. 1987). A complaint fails to state a claim if it does not plead "enough facts to state a claim to relief that is plausible on its face." *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007).

This action is legally frivolous because the Administrative Procedure Act is not available for plaintiff to obstruct state criminal proceedings.

Fatal to plaintiff's assertion of immunity is the non-recognition of the Moorish Nation as a sovereign state by the United States. *See Benton-El v. Odom*, 2007 WL 1812615 *6 (M.D. Ga. June 19, 2007); *Osiris v. Brown*, 2004 WL 2044904 *2 (D.N.J. Aug. 24, 2005); *Khattab El v. United States Justice Dept.*, 1988 WL 5117 *2 (E.D. Pa. Jan. 22, 1988). Plaintiff cannot unilaterally bestow sovereign immunity upon himself. *See United States v. Lumumba*, 741 F.2d 12, 15 (2d Cir. 1984). His purported status as a Moorish-American citizen does not enable him to violate state or federal laws without consequence. As a result, plaintiff's allegations are legally frivolous.

Furthermore, federal district courts are courts of original jurisdiction; they lack subject matter jurisdiction to engage in appellate review of state court decisions.

Postma v. First Fed. Sav. & Loan, 74 F.3d 160, 162 (8th Cir. 1996). “Review of state court decisions may be had only in the Supreme Court.” *Id.*

Finally, the wholly frivolous nature of the lawsuit, and the fact that plaintiff is pointlessly attempting to obstruct the state criminal proceedings, suggest that the action is a malicious attempt to harass the individuals involved with his criminal action.

Accordingly,

IT IS HEREBY ORDERED that plaintiff’s motion for leave to proceed in forma pauperis is **GRANTED**. [ECF No. 2]

IT IS FURTHER ORDERED that this action is **DISMISSED** without prejudice to refiling as a fully-paid case.

A separate Order of Dismissal will be filed forthwith.

Dated this 26th day of November, 2013.



HENRY EDWARD AUTREY
UNITED STATES DISTRICT JUDGE

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U.S. District Court
Eastern District of Missouri

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Case Number: 4:13-cv-02388-HEA <https://ecf.moed.uscourts.gov/cgi-bin/DktRpt.pl?130869>

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Docket Text:

OPINION, MEMORANDUM AND ORDER- HEREBY ORDERED that plaintiff's motion
for leave to proceed in forma pauperis is GRANTED. [ECF No. [2]] IT IS FURTHER
ORDERED that this action is DISMISSED without prejudice to refile as a
fully-paid case. A separate Order of Dismissal will be filed forthwith. Signed
by District Judge Henry E. Autrey on 11/26/2013. (CLK)

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

NICHOLAS NELSON,)
)
Plaintiff,)
)
v.) No. 4:13CV2388 HEA
)
)
VASSALS IN THE POSITION OF)
THE FIDUCIARY, et al.,)
)
Defendants.)

ORDER OF DISMISSAL
PURSUANT TO 28 U.S.C. § 1915(e)

IT IS HEREBY ORDERED that plaintiff's complaint is **DISMISSED** without prejudice.

IT IS HEREBY CERTIFIED that an appeal from this dismissal would not be taken in good faith.

Dated this 26th day of November, 2013.



HENRY EDWARD AUTREY
UNITED STATES DISTRICT JUDGE

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U.S. District Court
Eastern District of Missouri

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Docket Text:
ORDER OF DISMISSAL PURSUANT TO 28 U.S.C. ? 1915(e) IT IS HEREBY ORDERED
that plaintiff's complaint is DISMISSED, without prejudice. IT IS
HEREBY CERTIFIED that an appeal from this dismissal would not be taken in
good faith. Signed by District Judge Henry E. Autrey on 11/26/2013. (CLK)

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